

## **California Department of Consumer Affairs**

### **Legal Guide LT-2**

#### **HOW OFTEN CAN A LANDLORD RAISE RENT?**

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Usually, landlords can increase rent as often as they like, so long as the increase is not done to retaliate against a tenant for exercising a right, is not discriminatory, and proper advance written notice is given. However, local rent control ordinances may impose additional restrictions such as the amount of the rent increase. Also, if you have a lease, your rent cannot be increased during the term of the lease, unless allowed by the lease.<sup>1</sup>

Increases in rent for government-financed housing usually also are restricted. Check with your local public housing authority to find out about the specific restrictions. Separate laws cover rent increases for mobilehome parks. Call 1-800-952-5275 to obtain a copy of the laws that apply to mobilehome parks.

##### **How much advance notice must a tenant receive?**

If your landlord wants to increase your rent, she or he must give you proper advance notice. The notice must be in writing.<sup>2</sup> Your landlord must give you advance notice which is at least as long as the period of time between your rent payments. For example, in a month-to-month tenancy, the landlord must give you at least 30 days' written notice before a rent increase can take effect, unless you have agreed to a shorter period in your rental agreement. If you pay rent every week, a seven-day written notice is required. Notice of rent increase always must be given at least seven days prior to the date on which the increase is to take effect.

##### **When Do Most Rent Increases Usually Take Effect?**

Most notices of rent increase state that the increase will go into effect at the start of a rental period. For example, a landlord who wishes to increase the rent on a month-to-month rental effective January 1st, must see to it that the tenant receives notice by the end of November. However, a landlord can make the increase effective at any time in the month so long as proper advance notice is given. Read the notice of rent increase to find out when your particular rent increase will take effect.

If a landlord proposes to increase rent to become

effective in the middle of a rental period, the landlord is entitled to receive the increased rent for only the later half of the rental period. Let's take the following facts as an example:

Rental period -- month-to-month, from the first day of the month to the last day of the month.

Rent -- \$500.

Rent increase -- \$100 (from \$500 to \$600).

Date of notice of rent increase -- April 15 (that is, the middle of the month).

If the landlord delivers the notice on April 15, since the rental period is for one month, the increase becomes effective on May 16, and the landlord is entitled to the increase from that date. The tenant would pay \$250 for the first half of May (that is, two weeks at the old rent of \$500). When the rent increase takes effect on May 16, the tenant would pay \$300 for the last half of May (that is, two weeks at the new rent of \$600). The total rent for the month would be \$550. Looking at it another way, the landlord is only entitled to one-half of the increase in the rent since the notice of rent increase became effective in the middle of the month.

##### **How should a landlord deliver notice of a rent increase?**

Your landlord may serve the required written notice of rent increase using one of the following methods.

- Handing the notice to the tenant, OR
- If the tenant is absent from his or her home and work, by (1) leaving a copy of the notice with "a person of suitable age and discretion"<sup>3</sup> at the tenant's home or work, and (2) mailing a copy to tenant's home, OR
- If the landlord can't find out where the tenant's home or work is, or "a person of suitable age and discretion" cannot be found there, (1) attaching a copy of the notice in a conspicuous place on the rental property, (2) leaving a copy with any person living there, AND (3) mailing a copy to the tenant

at the rental property address.<sup>4</sup>

If your landlord does not use one of these ways, the notice may not be valid.

Landlords often simply mail the notices of rent increase to tenants without doing more. Giving notice only through the mail generally is not an acceptable delivery method; however, the notice is valid if the tenant admits receiving the notice, or the landlord shows that the tenant actually received the notice.<sup>5</sup> Therefore, if you receive an otherwise proper notice of rent increase by mail, it would be wise to honor it.

**NOTICE: We attempt to make our legal guides accurate as of the date of publication, but they are only guidelines and not definitive statements of the law. Questions about the law's application to particular cases should be directed to a specialist.**

Prepared by:

Legal Services Unit

## ENDNOTES

1. Colyear v. Tobriner (1936) 7 Cal.2d 735.
2. Civil Code section 827, Code of Civil Procedure section 1162.
3. The courts have decided that a person who is 16 years old is of "suitable age and discretion." Lehr v. Crosby (1981) 123 Cal.App.3d Supp. 1 [177 Cal.Rptr. 96].
4. In contrast with Civil Code sections governing service of process (Code Civ. Proc. § 415.20(b)), no showing of reasonable diligence in attempting personal service before utilizing substituted service is required under Code of Civil Procedure section 1162. Nourafcha v. Minek (1985) 169 Cal.App.3d 746, 750 [15 Cal.Rptr. 450, 453].
5. Colyear v. Tobriner (1936) 7 Cal.2d 735; University of So. California v. Weiss (1962) 208 Cal.App.2d 759 [25 Cal.Rptr. 475]; Wilcox v. Anderson (1978) 84 Cal.App.3d 593, 597 [148 Cal.Rptr. 773, 775]; Lehr v. Tank (1985) 168 Cal.App.3d Supp. 1, 6 [177 Cal.Rptr. 96, 99, fn. 3]; Valov v. Tank (1985) 168 Cal.App.3d 867 [214 Cal.Rptr. 546].